

MEMORANDUM OF UNDERSTANDING
between
The Region 13
CHIEF ELECTED OFFICIALS,
REGIONAL WORKFORCE DEVELOPMENT BOARD,
and
WORKFORCE DEVELOPMENT PARTNERS

July 1, 2016, through June 30, 2019

I. Background.

Congress enacted The Workforce Innovation and Opportunity Act (WIOA) to strengthen our country's workforce development system by aligning its employment, training, and education programs. This alignment of program services will combine with a metrics-based assessment of performance to improve our workforce development system. WIOA prioritizes a forward-looking one-stop system that provides integrated employment, training, and education programs responsive to the employment needs of the system's customers: job seekers, employees, and businesses. This focus will result in a one-stop system that will lead to economic growth for the individual, State, and nation.

Iowa has previously taken steps to integrate and streamline its workforce services, but WIOA requires further integration between agencies and programs. The parties to this memorandum of understanding (MOU) will come together to develop a partnership for workforce services delivery that fosters cooperation, collaboration, communication and accessibility. This MOU sets forth the framework for local-level collaboration in pursuit of attaining the goals and meeting the requirements set forth by WIOA.

Iowa's one-stop delivery system is a locally-driven system that provides the programs and services to achieve the goals set forth in the Iowa Unified State Plan:

- **Goal I:** Iowa's employers will have access to advanced, skilled, diverse, and Future Ready workers.
- **Goal II:** All Iowans will be provided access to a continuum of high quality education, training, and career opportunities.
- **Goal III:** Iowa's workforce delivery system will align all programs and services in an accessible, seamless, and integrated manner.

These goals will be accomplished by providing all customers in each region across the state access to a high-quality one-stop system with the full range of services available in their communities.

2. Purposes.

The purposes of this MOU are to:

1. Establish a cooperative working relationship among partners;
2. Define respective party roles and responsibilities;
3. Coordinate resources to prevent duplication;
4. Develop a one-stop system that creates a seamless customer experience;
5. Ensure the effective and efficient delivery of workforce services;
6. Establish joint processes and procedures that will enable partners to align and integrate programs and activities across the regional one-stop system;
7. Increase and maximize access to workforce services for individuals with barriers to employment; and
8. Coordinate to implement state workforce development initiatives.

3. Parties.

The following entities are parties to this MOU:

1. Region 13 Chief Elected Official Board (CEO Board).
2. Region 13 Workforce Development Board.
3. Region 13 One-Stop System Partners:
 1. Title I Adult, Dislocated Worker and Youth
 2. WIOA Title II Adult Education and Literacy
 3. WIOA Title III Wagner-Peyser
 4. WIOA Title IV Vocational Rehabilitation
 5. WIOA Title IV Iowa Department for the Blind
 6. Title V Older Americans Act
 7. Carl Perkins Career Technical Education
 8. Job Corps
 9. Native American Programs
 10. Proteus/ Migrant Seasonal Farmworkers
 11. Veterans
 12. Community Services Block Grant (Employment & Training)
 13. Unemployment Compensation
 14. Second Chance ReEntry Program
 15. TANF/PROMISE JOBS

4. Region 13 Vision and Goals.

We will have a highly skilled workforce that meets the needs of Region 13 businesses.

This region must have a system that meets the needs of job seekers and incumbent workers by offering training that leads to gainful employment; jobs that will enable them to support their families and enjoy a decent standard of living. To this aim, resources will be focused on:

- Encouraging job seekers to enroll in training programs that are in-demand by businesses
- Training for both soft skills and hard skills needed by workers
- Focusing on short term training that will enable people to become employed quickly
- Work with the K-12 schools to better prepare young people for work.
- Work to ensure there is adequate transportation, child care and housing for our citizens
- The system will also meet the needs of local businesses by supplying them with a talented workforce that will help their companies thrive

These priorities will include:

- Regular communication with businesses to understand their needs
- Creative solutions to training needs, such as customized training and apprenticeships
- Improved matching of job seekers with employment opportunities
- Training for incumbent workers that will allow for advancement potential
- Education of employers so they are aware of the resources available to them

5. Term.

This MOU commences on July 1, 2016, and concludes June 30, 2019. The Parties may agree to amend this MOU at any time before its designated conclusion date.

6. Development and Implementation.

This MOU will be developed and implemented in two phases:

- **Phase I:** Phase I of this MOU focuses on the operation of the one-stop system. This phase will foster alignment and integration of programs and services and specify the responsibilities of the Partners under WIOA.
- **Phase II:** Phase II will be an addendum to this MOU that will incorporate and include Phase I. Phase II will include the application of an agreed upon formula or plan developed by State Partners. Phase II will address costs of services, operational costs, and infrastructure costs in accordance with WIOA section 121(c)(2)(A)(ii). Phase II will take effect in accordance with the deadline set by the United States Department of Labor (USDOL) and United States Department of Education (USDOE).

By signing this MOU, the Partners agree to adhere to and execute Phase I and support and participate in good faith in the development of Phase II.

7. Legal Obligations.

The parties propose to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services, activities, and entities. Nothing in this MOU supersedes any provision of WIOA or any other state or federal statutes or regulations. The parties agree to amend this MOU in response to changes in applicable state and federal law in order to ensure compliance with applicable state and federal law.

8. One-Stop System Description.

All career services offered through the IowaWORKS center are designed to meet the strategic vision and goals of the Regional Workforce Development and CEO Boards. These services are reviewed regularly by the IowaWORKS management, the core partners and the RWDB and CEO to ensure they are aligned with the goal and vision of the board. The RWDB and CEO provide oversight to ensure the following career services are available at the center:

- Eligibility for services
- Outreach, intake, orientation
- Initial assessment
- Labor exchange services
- Referrals to programs
- Labor market information
- Performance, cost information
- Supportive services information
- UI information and assistance
- Financial aid information
- Follow-up services
- Comprehensive assessment
- Individual employment plan
- Career planning and counseling
- Short-term prevocational services
- Internships and work experiences
- Out-of-area job search
- Foreign language acquisition
- English Language Learner
- Workforce preparation

Proteus

National Farmworker Jobs Program

Migrant and seasonal farmworkers who have performed agricultural work within the last 24 months and meet other requirements may be eligible to access services such as assistance with tuition, tools, books, uniforms, mileage reimbursement, and/or money just for attending class. For individuals who are job seeking and not interested in attending school, we offer career readiness training and job placement assistance.

Health Program-Mobile Clinic

Through this program migrant and seasonal farmworkers and their families are able to receive physical exams, tests, get medicine, and referrals to other providers or health programs. A co-pay is requested for services depending on income level and size of the household. Services will not be denied due to lack of payment.

Supportive Services

Proteus provides assistance with housing, food, and/or gas for migrant farmworkers who have done agricultural work within the past 24 months. These individuals need to fall within federal income guidelines, be documented (work permit, legal permanent residency, or deferred action for childhood arrivals), and be registered with Selective Service.

Proteus also has an in house food pantry at each office that can be accessed by anyone in the community at no cost.

9. Responsibilities of the Parties.

1. The parties agree to participate in joint planning and modification of activities to result in:
 1. Continuous partnership building;
 2. Continuous planning responsive to State and federal requirements;
 3. Timely response to specific local economic conditions including employer needs; and
 4. Adherence to common data collection and reporting needs.
2. Make available to customers through the one-stop delivery system the services that are applicable to the partner's programs;
3. Participate in the operation of the one-stop system consistent with the terms of this MOU and requirements of applicable law;
4. Participate in staff capacity-building and development, including but not limited to cross-training between partner staff;

5. Participate in one-stop assessments under applicable state policies and procedures, utilizing state standards created to develop a base-line for one-stop center and system certification and continuous improvement as required by WIOA section 121(g); and
6. Develop, offer and deliver quality business services that assist industry sectors in overcoming the challenges of recruiting, retaining and developing talent for the regional economy.

10. Methods of Customer Referral and Tracking.

The partners agree to develop a referral process to aid in the integration and alignment of services within the regional one-stop system. The referral process must help create a more seamless customer experience by providing convenience of services to individuals and businesses. This process also provides for a continuum of services and follow-up to ensure customer needs have been met. All partners agree to follow the Region 13 one-stop center referral process outlined in the “MOU Partner Services Responsibilities-2016” document.

- One-Stop partner’s common referral process will allow partners to share information necessary to provide excellent customer centered service with seamless referral and enrollment procedures.
- All partner staff participates in cross training to ensure that all can pass general information regarding one-stop center programs services and activities and resources are made available to all customers as appropriate.
- A partner process is established to process a common referral form. The purpose of the form is to communicate service needs and referral.
- One-Stop partners will communicate through program electronic mail boxes. A designated staff from each partner is identified to track referrals and outcomes. Designated staff will report to partners at regularly scheduled meetings.

11. Increased and Maximized Access

The Partners agree that meeting WIOA’s mandate for increased access to the Region’s workforce services—particularly for individuals with barriers to employment—must be a priority as we work together to deliver workforce services. This necessarily includes outreach to individuals with barriers to employment, a group that includes members of the following populations:

Individuals with disabilities, including but not limited to individuals with vision loss,

1. Displaced homemakers
2. Low-income individuals
3. Native Americans, including Indians, Alaska Natives and Native Hawaiians as those terms are defined in WIOA section 3

4. Individuals age 55 and older
5. Returning citizens (ex-offenders)
6. Homeless individuals
7. Youth who are in or have aged out of the foster care system
8. English language learners, a group that is also often referred to as individuals with Limited English Proficiency (LEP)
9. Individuals who have low levels of literacy
10. Individuals facing substantial cultural barriers
11. Eligible migrant and seasonal farmworkers
12. Single parents, including single pregnant women
13. Long-term unemployed individuals
14. Individuals within two years of exhausting lifetime eligibility under part A of title IV of the Social Security Act

To achieve the priority of increased access for individuals with barriers to employment, the parties will:

- Leverage the expert knowledge of its membership and collaborate to maximize access to workforce services;
- Conduct outreach to stakeholders and other organizations within the Region; and
- Participate in state workforce development accessibility initiatives.

12. Common Performance Measures.

The Partners will collaborate to achieve common performance indicators outlined in the State of Iowa Unified State Plan and any modifications made thereto. This collaboration includes strategizing on approaches to attain these measures and providing data in the method and of the substance requested by state-level partner agencies.

13. Service Design.

The Partners will work together to achieve an integrated partnership that seamlessly incorporates the services provided by Partner programs. The Partners will collaborate to develop and implement operational policies, procedures and proven and promising practices that reflect an integrated system of performance, communication and case management, and use technology to achieve integration and expanded service offerings.

I. Alignment of Services.

The Partners will collaborate to develop policies, procedures and proven and promising practices to facilitate the organization and integration of workforce services by function (rather than by program) when permitted by a program's authorizing statute and as appropriate. This will include coordinating staff communication, capacity building, and training efforts. Functional alignment includes having One-Stop Center staff who perform similar tasks serve on relevant functional teams (e.g. Skills Development Team, Business Services Team). Service integration will focus on serving all customers seamlessly (including individuals with barriers to employment) by providing a full range of services staffed by cross-functional teams, consistent with the purpose, scope and requirements of each Partner Program.

2. Career Services.

Career Services include a variety of self-help services and services requiring more staff involvement, generally provided to individuals deemed to be in need of more intensive/training services to obtain employment; or who are employed but deemed to be in need of more intensive or individualized services to obtain or retain employment that allows for self-sufficiency.

Each partner is responsible for the provision of services associated with the One-Stop system site. The levels of service begin with a set of basic career services available to the universal population. Further assessments may necessitate the need for more intensive or individualized services. These services, customized and based upon the Region 13 needs, are described in a detailed narrative and are outlined in Table format in the "MOU Partner Responsibilities-2016" under Appendix B. Appendix B identifies the services each required partner will provide and the methods of service delivery each partner will use to ensure that integration and non-duplication of services is addressed.

3. Employer Services.

WIOA requires that Local One-Stop Systems provide workforce services that meet the labor-market needs of employers. To meet this requirement, the Partners will collaborate to achieve an integrated approach to business services delivery. This will include the implementation of business-focused outreach and initiatives:

I. Employer-Focused Outreach.

The Partners will create an Integrated Business Services Team that includes local staff from each core partner agency to:

- a.** Facilitate engagement of employers in workforce services programs;
- b.** Offer and deliver quality business services that assist specific businesses and industry sectors in overcoming the challenges of recruiting, training, retaining, and developing talent for the regional economy;
- c.** Identify and develop a clear understanding of industry skill needs, strategies for assisting employers and coordinating business services activities across programs;

- d. Incorporate an integrated and aligned business services strategy among partner to present a unified voice for the One-Stop Center in its communications with employers; and
- e. Engage employers to develop sector partnerships that are responsive to labor-market trends.

2. Business-Focused Initiatives.

The partners will develop policies, procedures and promising practices regarding the development of programs and activities that may include but are not limited to implementation of initiatives such as:

- a. Incumbent worker training programs;
- b. On-the-job training;
- c. Customized training programs;
- d. Registered apprenticeships;
- e. Industry and sector partnerships;
- f. Career pathways; and
- g. Public-Private partnerships.

4. Equal Opportunity.

The parties agree to obey all applicable state and federal nondiscrimination laws. The parties shall not unlawfully discriminate against any customer, applicant for employment, or employee of a party to this MOU or other entity. The parties shall adhere to the policies, procedures, and guidance issued by the State of Iowa Workforce Development Board and state-level partner agencies regarding equal opportunity, nondiscrimination, and increased accessibility. Nothing in this Section shall be construed as limiting the parties' agreement to increase and maximize access for individuals with barriers to employment under Section 11 of this MOU.

5. Integrated Management System.

WIOA emphasizes technology as a critical tool in making possible all aspects of information exchange including client tracking, common case management, data collection, and reporting. Iowa Workforce Development, Iowa Vocational Rehabilitation Services, Iowa Department for the Blind, and Iowa Department of Education, Adult Education and Literacy, are working to develop technological enhancements that allow interfaces of common information needs for WIOA implementation. To support the use of these tools, the One-Stop Partner agrees to:

1. The principles of common reporting and shared information through electronic mechanisms including shared technology;
2. Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements; and

3. Develop a process for shared case management that coordinates services and leverage funding to meet the employment needs of an individual job seeker/customer.

6. Confidentiality.

The parties agree to comply with provisions of WIOA, the Wagner-Peyser Act, the Rehabilitation Act of 1973, and the Adult Education and Literacy Act, and any other applicable requirement of state or federal law to assure that customer information shall be shared solely for the purpose of enrollment, referral, or provision of services. When required under applicable state or federal law, a release of information will be obtained from the customer before sharing confidential protected information. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies, procedures, and guidance of the other parties.

14. Amendment.

This MOU may be amended at any time upon mutual agreement of the parties. Any amendment to this MOU must be consistent with federal, state or local laws, regulations, rules, plans, or policies. Any amendment of this MOU must involve the process outlined in this section.

A party may request to amend this MOU during its term. A party seeking an amendment must submit a written request to each party. The request must include:

1. The requesting Partner's name;
2. The reason(s) for the amendment request;
3. Each section of this MOU that will require revision;
4. The desired date for the amendment to take effect; and
5. The signature of an authorized representative of the requesting Partner.

After receipt of an amendment request, the parties must attempt to reach consensus on amending this MOU. If the parties reach unanimous agreement to amend this MOU, this MOU may be amended. Each party must execute the amended MOU via an authorized representative for the amended MOU to take effect. If a party objects to the requested amendment to this MOU and consensus on amending this MOU cannot be reached, the requesting party may utilize the Dispute Resolution process outlined in Section 15 to seek amendment of this MOU.

15. Dispute Resolution.

The parties agree to act in good faith to implement this MOU to help execute the local plan. However, should a dispute arise among the parties while attempting to implement the provisions contained in Phase I of this MOU that results in an impasse, the parties agree to utilize the following process:

1. A written document detailing the dispute must be submitted to the State of Iowa Workforce Development Board, with a copy delivered by U.S. mail or email to each of the parties to this MOU.
2. The State Workforce Development Board will appoint a standing committee to review and work with the parties to attempt to resolve the impasse. Impasses involving state level partners will have the participation of their respective executive director or administrator, or their designees, in all resolution activities.
3. If the standing committee successfully brokers a resolution to the dispute, the parties must execute a written agreement containing the terms of the dispute resolution. The standing committee must then make a written report to the State Workforce Development Board at the first meeting to occur after the impasse is resolved and agreement between the parties is executed, detailing the dispute and the resolution. The State Workforce Development Board must publish the standing committee's report on its website.
4. In the event the dispute cannot be resolved within thirty (30) days, the standing committee will make a recommendation to the State Workforce Development Board regarding a resolution to the impasse. At its next meeting, the State Workforce Development Board will vote on whether to adopt the standing committee's proposed resolution.
 1. If the State Workforce Development Board votes to not adopt the standing committee's proposed resolution, the State Workforce Development Board may direct the standing committee to engage in further efforts to resolve the dispute or dissolve the standing committee and create another standing committee to take the initial standing committee's place.
 2. If the State Workforce Development Board adopts the standing committee's proposed resolution, the standing committee must draft a report detailing the dispute, its efforts to resolve the dispute, and the resolution. The State Workforce Development Board must post the standing committee's report on its website.

The policies and procedures outlined in this section will not apply to any dispute among the parties regarding cost or resource sharing. Any dispute among the parties regarding cost or resource sharing must be subject to a separate and distinct dispute resolution process that will be outlined in Phase II of this MOU and be compliant with WIOA.

16. Termination.

1. The parties understand that implementation of the one-stop system is dependent on everyone's good faith effort to work together to improve services to the community. The parties also agree that this is a project where different ways of working together and providing services are being tried.

2. In the event that it becomes necessary for one or more party to cease being a party to this MOU, said party shall notify the other parties and the State Workforce Development Board, in writing, ninety (90) days in advance of that intention.
3. A party's termination in whole or in part of its participation in this MOU will not affect its duties and obligations under any applicable federal or state law, including but not limited to WIOA.
4. A party's termination in whole or in part of its participation in this MOU will be effective only as to that entity.
5. If a party terminates in whole or in part its participation in this MOU, this MOU will remain in full force and effect as to all other parties.
6. A party's termination in whole or in part its participation in this MOU will trigger a review of the regional workforce development board's certification under WIOA section 107(c) and local workforce development area's designation under WIOA section 106(b) by the State Workforce Development Board which will result in recommendations to the Governor of the State of Iowa.

17. No Indemnification and Liability.

By executing this MOU each partner agrees to work together to deliver Region 13 one-stop services for employers, employees, and those seeking employment. However, the parties are not legally "partners" to the extent that term encompasses joint and several liabilities under Iowa law. Each partner under this MOU is responsible for its own employees, representatives, agents, and subcontractors.